

AN  
ACT  
FOR

Impowering the Honourable *Charles Howard*, Esq; to raise Money by Sale or Mortgage, of the Manors of *Walden*, alias *Chipping Walden*, *Brook-Walden*, and other Manors and Lands therein mentioned, for the Payment of the Debts of *Charles William*, late Earl of *Suffolk* and *Bindon*, deceas'd.



CAMBRIDGE

*An ACT for empowering the Honourable Charles Howard, Esq; to raise Money by Sale or Mortgage of the Manors of Walden, alias Chipping Walden, Brook Walden, and other Manors, Lands and Premises therein mentioned, for Payment of the Debts of Charles William, late Earl of Suffolk and Bindon, deceas'd.*

**W**HEREAS *Charles William*, late Earl of *Suffolk and Bindon*, deceas'd, Eldest Son and Heir apparent of *Henry Earl of Suffolk and Bindon*, on the Death of the said Earl *Henry*, becoming seized (*inter alia*) of the several Manors, Lordships, Messuages, Lands, Tenements and Hereditaments herein after-mentioned, suffer'd a common Recovery thereof, and did by Deed indent-ed, bearing Date the 31<sup>st</sup> Day of *March*, which was in the Year of our Lord Seventeen Hundred and Twenty One, made, or mentioned to be made, by and between the Right Honourable *Charles William*, Earl of *Suffolk and Bindon* of the first Part; *William Edwards* of the *Middle-Temple, London*, Esq; and *Edward Haulsey* of *Staples-Inn, London*, Gentleman, of the second Part; *John Wale* of *Walden*, in the County of *Essex*, Esq; of the third Part; and *Thomas Edwards* of the City of *Bristol*, Esq; and *Joseph Edwards*, Gent, Son of the said *Thomas Edwards*, of the fourth Part, for the settling the same in his Name and Blood, declare, limit, and appoint the Uses of the said common Recovery as to all those several Manors or Lordships of *Walden*, alias *Chipping-Walden*, *Brook-Walden*, *Newport*, with the Hospital of *St. Leonard*, *Great Chesterford*, *Little Chesterford*, with all and every their Rights, Members and Appurtenances in the County of *Essex*; and all those reputed Manors, or Farms, called the *Ross*, *Pouncehall*, *St. Ayletts*, *Butlers*, *Westley*, *Mannould*, *Bolsgrove* and *Mattens*, in and near *Walden* aforesaid; and all that Farm, or late dissolved Hospital, called by the Name of *St. Leonard's* in *Newport* aforesaid; and all Messuages, Lands, Tenements, Rights, Members and Appurtenances to the said Farms, or any of them belonging, or in any wise appertaining; and all those several Rectories, or Parsonages of *Walden*, *Great Chesterford*, and *Great Wenden*, in the said County of *Essex*, with all and every the Glebe Lands, Houses, Tithes, Profits and Hereditaments to the said Rectories, or any of them, belonging or appertaining; and also the Advowson, or Right of Patronage of, in, or to the Vicarage or Church of *Walden* aforesaid; and also all that Tenement, or Farm, with the Appurtenances, called *Ellis*, situate, and being in *Littlebury*, in the said County of *Essex*; and all that Wood, called *Peverel's Wood*, containing by Estimation forty five Acres, lying and being at *Debden* in the said County of *Essex*; and all other the Manors, Farms, Messuages, Lands, Tenements, Rectories, Advowsons, Woods and Hereditaments of the said *Charles William*, Earl of *Suffolk and Bindon*, situate, lying and being in the several Parishes, Hamlets, Fields or Precincts of *Walden*, *Little Walden*, *Littlebury*, *Great Chesterford*, *Little Chesterford*, *Hadstock*, *Asbdon*, *Newport*, *Widdington*, *Wenden* and *Debden*, in the said County of *Essex*, in Manner and Form following, that is to say, As for and concerning the said Farm, called the *Ross*, of the Rent of 140 *l. per Annum*, or thereabouts, to the Use of himself for Life, and after his Decease, to the Use of *Arabella* his Countess, for and during the Term of her Natural Life, as an Increase of her Joynture. And as for and concerning all other the said Manors, Messuages, Lands and Premises (and the said Farm called *Ross Farm*, after the Decease of the said *Arabella*) to the Use of himself, and the Heirs Male of his Body Lawfully issuing; and for Default of such Issue, to the Honourable *Charles Howard*, Esq; his Uncle, for and during the Term of Ninety Nine Years, if the said *Charles Howard* should so long live, without Impeachment of Waste; and from and after the Determination of that Estate, then to Trustees, during the Life of the said *Charles Howard*, upon Trust, to support and preserve the Contingent Uses and Estates therein mentioned, from being destroyed, or discontinued; and for that Purpose to make Entries as Occasion should require; but nevertheless to permit and suffer the said *Charles Howard*, and his Assigns, to receive the Rents and Profits thereof during his Life; and after the Decease of the said *Charles Howard*, to the Use of *Henry Howard*, Son and Heir apparent of the said *Charles Howard*, during the Term of Ninety Nine Years, if he should so long live; and after the Determination of that Estate, then to Trustees, to preserve Contingent Uses and Remainders, during the Life of the said *Henry Howard*, in like Manner as is before-mentioned; and after the Decease of the said *Henry Howard*, then to the Use of the First, Second, Third, and every other Son and Sons of the said *Henry Howard*, in Tail Male successively; and for Default of such Issue, to the Use of all and every other Son and Sons of the said *Charles Howard* in Tail Male successively; and for Default of such Issue, to *Thomas Lord Howard*, Baron of *Effingham*, (since deceas'd without Issue) and the Heirs Male of his Body Lawfully issuing; and for Default of such Issue, to the Use of *Francis Howard*, Esq; now Lord *Howard of Effingham*, and the Heirs Male of his Body; and for Default of such Issue, to the Use of the said *Charles William*, Earl of *Suffolk and Bindon*, his Heirs and Assigns for ever.

AND WHEREAS the said Earl, by the said Deed, reserved to himself a Power to charge the said Estate with the Payment of his Debts, and pursuant to the said Power so reserved to himself, he did, by a certain Deed-Poll, bearing Date the 15<sup>th</sup> Day of *January*, which was in the Year of our Lord Seventeen Hundred and Twenty One, grant and limit unto *John Wale*, and

*Thomas*



*Thomas Edwards* the Younger, Esqrs. and *Walter Edwards*, Gent. all the aforelaid Manors, Lands, Tenements and Premises above particularly named (except the said Farm called *Ross*) to have and to hold the same for the Term of Five Hundred Years, to commence from the Death of the said Earl, without Issue Male, upon Condition that the said Term should cease and be void, if his Heirs or Assigns should within Six Months after his Death, pay unto *Thomas Chester*, Esq; Two Thousand Five Hundred Pound with Interest; to Sir *William Cann*, Baronet, Five Hundred Pound and Interest; to *Thomas Edwards* the Elder, Two Thousand One Hundred Pounds and Interest; and should also pay and satisfy all and every other Person and Persons whatsoever, all such other Sum and Sums of Money, which should be justly due and owing by him the said Earl, at the Time of his Death.

AND WHEREAS the said Earl, *Charles William*, soon after dyed without Issue, and *Arabella* his late Countess, is also since dead.

AND WHEREAS the said Manors, Messuages, Lands, Tenements and Premises, with their and every of their Appurtenances, are not only subject to the aforelaid Term of Five Hundred Years, but are also subject to an Incumbrance by Two Mortgages, for the Sum of Five Thousand Pound, and Interest due on *Audley-End* House, the Park, Mill, and the Lands thereto belonging, made by the said *Henry* Earl of *Suffolk* and *Bindon* in his Life-Time, but afterwards made the proper Debt of the said Earl, *Charles William*, by Means of a Covenant with his late Father the said Earl *Henry*, entred into by a certain Indenture of five Parts, made, or mentioned to be made, between the Right Honourable *Henry* Earl of *Suffolk* and *Bindon*, and the Honourable *Charles William Howard*, Esq; commonly called Lord *Walden*, Son and Heir apparent of the said Earl of the first Part; *Arabella Asty*, Single Woman, and one of the Daughters of Sir *Samuel Asty*, late of *Henbury*, in the County of *Gloucester*, Knight, deceas'd, of the second Part; *John Wale* of *Grays-Inn*, in the County of *Middlesex*, Esq; of the third Part; *Edward Haulsey*, of *Staples-Inn*, London, Gent. of the fourth Part; and *Thomas Edwards* of the City of *Bristol*, Esq; and *Joseph Edwards*, Gent. Son of the said *Thomas Edwards*, of the fifth Part, bearing Date the Tenth of *June*, which was in the Year of our Lord Seventeen Hundred and Fifteen, made on the Marriage of the said Earl, *Charles William*, with the said *Arabella Asty*.

AND WHEREAS in Pursuance of a Decree in the High Court of Chancery, made the 16th Day of *July*, Seventeen Hundred and Twenty Three, in a certain Cause, wherein the said *Thomas Edwards* the Elder, *Edward Jacob*, *John Blackwell*, and others, as well on Behalf of themselves, as other the Creditors of the said Earl, *Charles William*, were Complainants; and the Right Honourable *Edward* Earl of *Suffolk*, the said *Charles Howard*, the said *Henry Howard*, the said *Thomas Lord Howard* of *Effingham*, (since deceas'd without Issue) the said *Francis Howard*, (now Lord *Howard* of *Effingham*) and others were Defendants; *Thomas Bennett*, Esq; the Master, to whom the said Cause stood referred, has made three several Reports, all Dated the 15th Day of *December*, Seventeen Hundred and Twenty Six, ascertaining what is due to several of the Creditors of the said *Charles William*, Earl of *Suffolk* and *Bindon*, for Principal and Interest, amounting in all to the Sum of Eight Thousand Eight Hundred Fifty Five Pound Twelve Shillings Seven Pence, (*viz.*) to the said *Thomas Chester*, Three Thousand Eight Hundred Thirty Two Pound, Five Shillings Eight Pence Half-penny; to the said *Thomas Edwards*, the Elder, One Thousand Four Hundred Sixty Five Pound, Six Shillings Seven Pence; to Sir *John Smith*, Baronet, One Hundred Thirty Eight Pounds Nineteen Shillings Eleven Pence Half-penny; and to several other Persons in the Schedules, to one of the said Reports particularly named, Three Thousand Four Hundred Nineteen Pound Four Pence.

AND WHEREAS there are other Debts due by the said *Charles William*, Earl of *Suffolk*, some of which Debts carry an Interest at 6 *l.* and others at 5 *l. per Cent. per Annum*, which, together with Receiver's Fees, Poundage and Allowances, and frequent Reports and Expences in passing the Accounts of Receipts, and Payments and other Charges in the Law, touching the Execution of the aforelaid Trust, are a great Burthen on the said *Charles Howard* and his Estate,

AND WHEREAS the said Debts by the Perception of Profits, will not be discharged in many Years, and several of the Creditors being in great Want of their Money, and the said *Charles Howard* being desirous they should all be paid and satisfied in the speediest Manner that may be; and in Regard that Money may be borrowed at a lower Interest, than the Debts charged on the said Estate, now carry,

MAY it therefore please your Most Excellent Majesty, (at the humble Suit of the said *Charles Howard*,) that it may be Enacted.

AND be it Enacted by the King's Most Excellent Majesty, by, and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament Assembled, and by the Authority of the same, That all and singular the Manors, Messuages, Farms, and Lands above particularly mentioned, except *Audley-End* House, the Park, Mill, Lands, and Heraditaments thereunto belonging, and except the Farm called *Ross Farm*) with the aforelaid Rectories, Parsonages, Vicarages, Tythes, together with their, and every of their Rights, Members and Appurtenances shall be, and the same are hereby vested in, and upon *William Chester* of *New-Inn* in the County of *Middlesex*, Gent. *Richard Androwes* of *Bromley* in the said County of *Middlesex*, Esq; and *Charles Bayliffe*, one of the Sworn Clerks of the Six Clerks Office, and their Heirs for ever, freed and discharged of all Estates, Limitations, Remainders, Reversions, Trusts, and Charges whatsoever concerning the same upon Trust; nevertheless that they the said *William Chester*, *Richard Androwes*, and *Charles Bayliffe*, and the Survivor of them, and the Heirs of such Survivor shall, and do, with all convenient Speed, Sell or Mortgage (at the Election of the said *Charles Howard*, or his Heirs) all and singular the said Manors, Messuages, Lands, Tythes, Tenements, and Farms, with their and every of their Appurtenances, or such competent Part thereof as shall be sufficient for the Purposes herein mentioned; nevertheless to, for, and upon the Trusts, Intents and Purposes herein after mentioned



menotined, that is to say, Upon Trust that the said *William Chester*, *Richard Androwes* and *Charles Bayliffe*, and the Survivor of them, and his Heirs shall, and do out of the Money arising by such Sale, or Mortgage, as also out of the Rents and Profits of the aforesaid Premises receiv'd, and to be receiv'd, till such Sale or Mortgage pay, satisfy, and discharge the said several Sums of Money so reported by the said Master to be due to the said several Creditors of the said *Charles William*, Earl of *Suffolk*; and also all and every other Debt and Debts of the said *Charles William*, Earl of *Suffolk*, as shall by the said Master, or any other Master of the said Court of *Chancery*, on or before the first Day of *November*, in the Year of our Lord 1729, be reported to be due to the said several Creditors, with Interest and Costs, according to such Decree and Reports; and in the next Place pay off and discharge the said Mortgages of Five Thousand Pound on *Audley-End House*, and *Park*, *Mill*, and other Lands thereunto belonging, together with all Interest now due, or to grow due thereon, and Costs: And also the Costs and Charges of passing this Act, and executing the Trusts herein mentioned. And in Case more Money shall be raised by Sale or Mortgage, and the Rents of the aforesaid Premises as are, or shall be received till such Sale or Mortgage, than shall be sufficient fully to answer the Purposes aforesaid, than the Surplus Money shall be laid out in a Purchase of Messuages, Lands, Tenements and Hereditaments of an Estate of Inheritance in Fee-simple; and that such Messuages, Lands, Tenements and Hereditaments when purchased, shall be settled to, and for such of the Uses, Intents and Purposes mentioned and contained in the said recited Deed of Settlement, made by the said *Charles William*, late Earl of *Suffolk* and *Bindon*, bearing Date the 31st Day of *March*, 1721, as they are now subsisting and undetermined.

AND be it further Enacted by the Authority aforesaid, That the Payment of the Purchase or Mortgage Money for the said Premises, hereby vested in them, the said *William Chester*, *Richard Androwes*, and *Charles Bayliffe*, to them, or to the Survivor of them, or to the Heirs of such Survivor, shall be a full and absolute Discharge, both in Law and Equity to such Purchaser or Purchasers, Mortgagee, or Mortgagees; and that they or any of them shall not be obliged to see the Application of the said Money, or be in any wise affected with the Misapplication of the same.

PROVIDED always, and it is hereby further Enacted, That the said *William Chester*, *Richard Androwes*, and *Charles Bayliffe*, or the Survivor of them, or the Heirs of such Survivor, shall not be charged or chargeable, the one of them for the Receipt, Act, or Deed of the other of them, but for their own several and respective Receipts, Acts, and Deeds only, and not for any more further or other Sum or Sums of Money, for, or in Respect of the Premises than they shall respectively receive, and not for any Loss or Miscarriage that shall or may happen therein, or on the Execution of the said Trust, or relating thereto, without their own wilful Default, any thing herein contained in any wise notwithstanding.

PROVIDED always, and be it further Enacted, That until such Sale or Mortgage of the Manors and Premises, or so much thereof, as with the Rents and Profits as aforesaid, shall be sufficient to pay and discharge the said Debts of the said late Earl, together with Interest, Costs and Charges aforesaid, and until Payment thereof, the said Term of Five Hundred Years limited to the said *John Wale*, *Thomas Edwards* and *Walter Edwards*, of all and singular the said Manors, Messuages, Lands, and Premises as aforesaid, shall be kept on Foot and preserved, and shall remain and continue to, for, and upon the Trust and Condition in the said Deed Poll mentioned. And it shall and may be Lawful for the said Creditors and their Council, Agents, and Solicitors, to proceed in the said Cause in *Chancery*, to prove and recover their respective Debts, and to call and compel the Receiver of the Premises to account for, and pay the Rents and Profits of the said Trust Estate, and also to have their Costs taxed, settled and allowed, agreeable to the said Decree in the same Manner as if this Act had never been made this present Act, or any thing herein contained to the contrary, in any wise notwithstanding.

PROVIDED nevertheless, and be it Enacted by the Authority aforesaid, That nothing herein contained shall extend, or be construed to extend to prejudice, invalidate, or impeach the Agreement made between the Right Honourable *Edward* Earl of *Suffolk*, and the said *Charles Howard*, dated the Tenth Day of *June*, One Thousand Seven Hundred and Twenty Five, or the Decree of the High Court of *Chancery* for Confirming and Establishing the same, made the Fourteenth Day of the same Month of *June*, in a Cause wherein the said *Edward* Earl of *Suffolk* is Plaintiff, and the said *Charles Howard*, and Sir *John Smith*, Bart. are Defendants; but that the said Decree, and all the Matters and Things thereby ordered and decreed to be done and performed, shall stand, and be in as full Force and Virtue, and be as fully and effectually performed by all Parties, as if this Act had never been made, any thing herein contained to the contrary thereof in any any wise notwithstanding.

PROVIDED also that the said *Audley-End House* and *Park*, *Mill*, and other Lands thereunto belonging, shall stand and remain a Security for the said Sum of Five Thousand Pound, and Interest and Cost due on the said two Mortgages and that the same Remedy and Proceedings both in Law and Equity, shall continue and may be had, commenced or prosecuted for the Recovery of the said Sum of Five Thousand Pound, with all Interest and Costs, which are now due, or which hereafter shall grow due, until the same shall be fully satisfied and paid, as if this Act had not been made.

SAVING always to the King's Most Excellent Majesty, his Heirs and Successors, and to all Bodies politick and corporate, and their respective Successors, and all Persons whatsoever (other than, and except the Right Honourable the said *Edward* Earl of *Suffolk*, the Honourable *Charles Howard*, Esq; *Henry Howard*, Esq; his Son, and the Right Honourable *Francis* Lord *Howard* Baron of *Effingham*, and their respective Issue male, and the Heirs Male of their respective Body and Bodies) all such Estate, Right, Title and Interest of, and in the said Manors, Messuages, Lands and Premises, as they, or any of them had, or ought to have, therein or thereto, before the making of this present